

EASY E- LEARNING EASY**EASY LAW AND BCR BY – PROF. DINESH SHARMA****PAPER 2: BUSINESS LAWS AND BUSINESS CORRESPONDENCE AND REPORTING****Total Questions- 11****Maximum Marks- 100****Suggested Answer Sheet****Section A BUSINESS LAWS**

Q.1 (a) Mr. Sohan, an old man, by a registered deed of gift, granted certain landed property to A, his daughter. By the terms of the deed, it was stipulated that an annuity of Rs. 2, 000 should be paid every year to B, who was the brother of Mr. Singh. On the same day A made a promise to B and executed in his favour an agreement to give effect to the stipulation. A failed to pay the stipulated sum. In an action against her by B, she contended that since B had not furnished any consideration, he has no right of action. Examining the provisions of Indian Contract Act, 1872, decide, whether the contention of A is valid?

(5 Marks)

Q.1 (b) Jay, the owner of a Fiat car wants to sell his car. For this purpose he hand over the car to Prince, a mercantile agent for sale at a price not less than Rs.50,000. The agent sells the car for Rs.40,000 to Anand, who buys the car in good faith and without notice of any fraud. Prince misappropriated the money also. Jay sues Anand to recover the car. Decide giving reasons whether Jay would succeed.

(4 Marks)

Q.1 (c) One company is holding all the shares in another company. So both the company are considered as one and the same. Do you agree with this statement. Explain with the help of case law.

(3 marks)**Solution:****A.1(a)**

The Indian Contract Act, 1872 as contained in section 2(d) and on the principle „privity of consideration“. Consideration is one of the essential elements to make a contract valid and it can flow from the promisee or any other person. In view of the clear language used in defining „consideration“ in Section 2(d) „.... the promisee or any other person.....“, it is not necessary that consideration should be furnished by the promisee only. A promise is enforceable if there is some consideration for it and it is quite immaterial whether it moves from the promisee or any other person. The leading authority is the decision of the in ChinnayaVs. Ramayya., wherein it was held that the consideration can legitimately move from a third party and it is an accepted principle of law in India.

In the given problem, Mr. Sohan has entered into a contract with A, but Mr. B has not given any consideration to A but the consideration did flow from Mr. Sohan to A and such consideration from third party is sufficient to enforce the promise of A, the daughter, to pay an annuity to B. Further the deed of gift and the promise made by A to B to pay the annuity were executed simultaneously and therefore they should be regarded as one transaction and there was sufficient consideration for it.

Thus, a stranger to the contract to the contract cannot enforce the contract but a stranger to the consideration may enforce it.

A.1 (b)

The problem in this case is based on the provisions of the Sale of Goods Act, 1930 contained in the proviso to Section 27. The proviso provides that a mercantile agent is one who in the customary course of his business, has, as such agent, authority either to sell goods, or to consign goods, for the purpose of sale, or to buy goods, or to raise money on the security of goods [Section 2(9)]. The buyer of goods from a mercantile agent, who has no authority from the principal to sell, gets a good title to the goods if the following conditions are satisfied:

(1) the agent should be in possession of the goods or documents of title to the goods with the consent of the owner.

(2) the agent should sell the goods while acting in the ordinary course of business of a mercantile agent.

(3) the buyer should act in good faith.

(4) the buyer should not have at the time of the contract of sale notice that the agent has no authority to sell.

In the instant case, Prince, the agent, was in the possession of the car with Jay's consent for the purpose of sale. Anand, the buyer, therefore obtained a good title to the car. Hence, Jay in this case, cannot recover the car from Anand. Anand similar decision, in analogous circumstances, was taken in **Folkes v. King**.

A.1 (c)

No I don't agree with the statement given in the question. Purchasing the shares of one company by another company doesn't mean that it will put end to the corporate character of another company

Separate Legal Entity

On incorporation under law, a company becomes a separate legal entity as compared to its members. The company is different and distinct from its members in law. It has its own name and its own seal, its assets and liabilities are separate and distinct from those of its members. It is capable of owning property, incurring debt, borrowing money, having a bank account, employing people, entering into contracts and suing and being sued separately

Separate Property

A company is a distinct legal entity. The company's property is its own. A member cannot claim to be owner of the company's property during the existence of the company.

As per case law of Spencer & Co. Ltd. Madras vs. CWT Madras

A company may purchase shares of another company and thus become a controlling company. However, merely because a company purchases all shares of another company it will not serve as a means of putting an end to the corporate character of another company and each company is a separate juristic entity

Thus from the above provision and the given case law the statement given in the question is incorrect

So one company holding all the shares in another company **doesn't mean** both the company are one and the same

Q.2 (a) Rohan induced Raj to buy his motorcycle saying that it was in a very good condition. After taking the motorcycle, Raj complained that there were many defects in the motorcycle. Rohan proposed to get it repaired and promised to pay 40% cost of repairs. After a few days, the motorcycle did not work at all. Now Raj wants to rescind the contract. Decide giving reasons

(4 marks)

Q.2 (b) Amar contracted to erect machinery on Saira's premises on the condition that the price shall be paid on completion of work. During the progress of work the premises and machinery were destroyed by an accidental fire. Referring to the provisions of the Sale of Goods Act, 1930, decide whether the parties are bound to perform their promises and can Amar recover the price of the work actually done?

(3Marks)

Q.2 (c) Differentiate between a LLP and a partnership firm?

(5marks)**Solution:****A.2(a)**

In the instant case, the aggrieved party, in case of misrepresentation by the other party, can avoid or rescind the contract [Section 19, Indian Contract Act, 1872]. The aggrieved party loses the right to rescind the contract if he, after becoming aware of the misrepresentation, takes a benefit under the contract or in some way affirms it. Accordingly, in the given case, Raj could not rescind the contract, as his acceptance to the offer of Rohan to bear 40% of the cost of repairs impliedly amount to final acceptance of the sale.

A.2 (b)

Section 8 of the Sale of Goods Act, 1930 states that where there is an agreement to sell specific goods and subsequently the goods without the fault of seller or buyer perish before the risk passes to the buyer. The agreement is thereby avoided. In the given case the premises and machinery destroyed because of accidental fire before the risk passes to the buyer and therefore both parties were excused from further performance. Amar having contracted for an entire work for a specific price to be paid on completion of work and therefore Amar could not recover any price of the work actually done.

NOTE: The question is on the specific point ie. risk passes on to the buyer with ownership and more specifically based on the Sale of Goods Act, 1930. Yet, the question might be answered in accordance with Section 56 of the Indian Contract, 1872 which states that an agreement to do an impossible in itself is void. A contract to do an act which, after the contract is made, becomes impossible, or by reason of some event which the promisor could not prevent, unlawful, becomes void when the act becomes impossible or unlawful.

A.2 (c)

Basis	LLP	Partnership
Regulating Act	The Limited Liability Partnership Act, 2008.	The Indian Partnership Act, 1932.
Body corporate	It is a body corporate	It is not a body corporate.
Separate legal entity	It is a legal entity separate from its members.	It is a group of persons with no separate legal entity.
Creation	It is created by a legal process called registration under the LLP Act, 2008.	It is created by an agreement between the partners.
Registration	Registration is mandatory. LLP can	Registration is voluntary.

	sue and be sued in its own name.	Only the registered partnership firm can sue the third parties
Perpetual succession	The death, insanity, retirement or insolvency of the partner(s) does not affect its existence of LLP. Members may join or leave but its existence continues forever. It is created by an agreement between the partners.	The death, insanity retirement or insolvency of the partner(s) may affect its existence. It has no perpetual succession.
Name	Name of the LLP to contain the word limited liability partners (LLP) as suffix.	No guidelines. The partners can have any name as per their choice.
Liability	Liability of each partner limited to the extent to agreed contribution except in case of willful fraud.	Liability of each partner is unlimited. It can be extended upto the personal assets of the partners.
Mutual agency	Each partner can bind the LLP by his own acts but not the other partners.	Each partner can bind the firm as well as other partners by his own acts.
Designated partners	At least two designated partners and atleast one of them shall be resident in India.	There is no provision for such partners under the Indian partnership Act, 1932.
Common seal	It may have its common seal as its official signatures.	There is no such concept in partnership
Legal compliances	Only designated partners are responsible for all the compliances	All partners are responsible for all the compliances and penalties under the Act.
Annual filing of Documents	LLP is required to file: (i) Annual statement of accounts (ii) Statement of solvency (iii) Annual return with the registration of LLP every year.	Partnership firm is not required to file any annual document with the registrar of firms.
Foreign partnership	Foreign nationals can become a partner in a LLP.	Foreign nationals cannot become a partner in a partnership firm.
Minor as partner	Minor cannot be admitted to the benefits of LLP	Minor can be admitted to the benefits of the partnership with the prior consent of the existing partners.

Q.3 (a) "There is no implied warranty or condition as to quality or fitness for any particular purpose of goods supplied under a contract of sale." Discuss the significance and State exceptions, if any

(7 marks)

Q.3 (b) Mahesh, Suresh and Dinesh are partners in a trading firm. Mahesh, without the knowledge or consent of Suresh and Dinesh borrows himself Rs. 50,000 from Ramesh, a customer of the firm, in the name of the firm. Mahesh, then buys some goods for his personal use with that borrowed money. Can Mr. Ramesh hold Mr. Suresh & Mr. Dinesh liable for the loan? Explain the relevant provisions of the Indian Partnership Act, 1932.

(5 marks)

Solution:

A.3(a)

The statement given in the question is the fundamental principle of law of sale of goods, sometime expressed by the maxim, „Caveat Emptor“ meaning thereby, „Let the buyer be aware“. In other words, it is no part of the seller's duty in a contract of sale of goods to give the buyer an article suitable for a particular purpose, or of particular quality, unless the quality or fitness is made an express terms of the contract. The person who buys goods must keep his eyes open, his mind active and should be cautious while buying the goods. If he makes a bad choice, he must suffer the consequences of lack of skill and judgement in the absence of any misrepresentation or guarantee by the seller. There are, however, certain exceptions to the rule which are stated as under:

1. Fitness as to quality or use: Where the buyer makes known to the seller the particular purpose for which the goods are required, so as to show that he relies on the seller's skill or judgment and the goods are of a description which is in the course of seller's business to supply, it is the duty of the seller to supply such goods as are reasonably fit for that purpose.
2. Goods purchased under patent or brand name: In case where the goods are purchased under its patent name or brand name, there is no implied condition that the goods shall be fit for any particular purpose.
3. Goods sold by description: Where the goods are sold by description there is an implied condition that the goods shall correspond with the description. If it is not so then seller is responsible.
4. Goods of Merchantable Quality: Where the goods are bought by description from a seller who deals in goods of that description there is an implied condition that the goods shall be of merchantable quality. The rule of Caveat Emptor is not applicable. But where the buyer has examined the goods this rule shall apply if the defects were such which ought to have not been revealed by ordinary examination.
5. Sale by sample: Where the goods are bought by sample, this rule of Caveat Emptor does not apply if the bulk does not correspond with the sample.
6. Goods by sample as well as description: Where the goods are bought by sample as well as description, the rule of Caveat Emptor is not applicable in case the goods do not correspond with both the sample and description or either of the condition.
7. Trade Usage: An implied warranty or condition as to quality or fitness for a particular purpose may be annexed by the usage of trade and if the seller deviates from that, this rule of Caveat Emptor is not applicable.
8. Seller actively conceals a defect or is guilty of fraud: Where the seller sells the goods by making some misrepresentation or fraud and the buyer relies on it or when the seller actively conceals some defect in the goods so that the same could not be discovered by the buyer on a reasonable examination, then the rule of Caveat Emptor will not apply. In such a case, the buyer has a right to avoid the contract and claim damages.

A.3 (b)

Implied authority of a partner

Yes, as per sections 19 and 22 of the Indian Partnership Act, 1932 unless otherwise provided in the partnership deed, every partner has an implied authority to bind every other partner for acts done in the name of the firm, provided the same falls within the ordinary course of business and is done in a usual manner. Mahesh has a right to borrow the money of Rs. 50,000/- from Ramesh on behalf of his firm in the usual manner.

Since, Ramesh has no knowledge that the amount was borrowed by Mahesh without the consent of other two partners, Mr. Suresh and Mr. Dinesh, he can hold both of them (Suresh and Dinesh) as liable for the re-payment of the loan.

Q.4(a), „No one can grow rich at someone else's cost“ – Explain the type of the contract based on this maxim and the types of such contract

(4 marks)

Q.4 (b) Define OPC (One Person Company) and state the rules regarding its membership. Can it be converted into a non-profit company under Section 8 or a private company?

(5 marks)

Q.4 (c) For the purpose of making uniform for the employees, Mr. Singh bought dark blue coloured cloth from Viral, but did not disclose to the seller the purpose of said purchase. When uniforms were prepared and used by the employees, the cloth was found unfit. However, there was evidence that the cloth was fit for caps, boots and carriage lining. Advise Mr. Singh

(3 marks)

Solution:

A.4 (a)

„Quasi Contract“ is not the contract in strict sense of the term, because there is no real contract in existence. Moreover, there is no intention of the parties to enter into the contract. It is an obligation, which the law creates in the absence of any agreement. Some legal rights and obligations are created between the concerned parties even in the absence of real contract. Such kind of contractual relations are known as quasi contracts.

It is based on Maxim „Nemo debet ex alio iustitia“ i.e. „No man must grow rich out of another person's cost.“

Kinds of Quasi Contract (Sec 68 TO 72)

- (i) Supply of necessities to person who are incompetent to contract (Sec 68)
- (ii) Payment made by interested person (Sec 69)
- (iii) Non- Gratuitous Act (Sec 70)
- (iv) Finder of Goods (Sec 71)
- (v) Payment of money or delivery of goods by mistake or under coercion (Sec 72)

A.4 (b)

One Person Company (OPC) [Section 2(62) of the Companies Act, 2013]: The Act defines one person company (OPC) as a company which has only one person as a member.

Rules regarding its membership:

- Only one person as member.
- The memorandum of OPC shall indicate the name of the other person, who shall, in the event of the subscriber's death or his incapacity to contract, become the member of the company.

- The other person whose name is given in the memorandum shall give his prior written consent in prescribed form and the same shall be filed with Registrar of companies at the time of incorporation.
- Such other person may be given the right to withdraw his consent.
- The member of OPC may at any time change the name of such other person by giving notice to the company and the company shall intimate the same to the Registrar.
- Any such change in the name of the person shall not be deemed to be an alteration of the memorandum.
- Only a natural person who is an Indian citizen and resident in India (person who has stayed in India for a period of not less than 182 days during the immediately preceding one calendar year)-
 - shall be eligible to incorporate a OPC;
 - shall be a nominee for the sole member of a OPC.
- No person shall be eligible to incorporate more than one OPC or become nominee in more than one such company.

No minor shall become member or nominee of the OPC or can hold share with beneficial interest. OPC cannot be incorporated or converted into a company under section 8 of the Act. Though it may be converted to private or public companies in certain cases. OPC cannot convert voluntarily into any kind of company unless two years have expired from the date of incorporation, except where the paid up share capital is increased beyond fifty lakh rupees or its average annual turnover during the relevant period exceeds two crore rupees.

A.4 (c)

Fitness of Cloth: As per the provision of Section 16(1) of the Sale of Goods Act, 1930, an implied condition in a contract of sale that an article is fit for a particular purpose only arises when the purpose for which the goods are supplied is known to the seller, the buyer relied on the seller's skills or judgement and seller deals in the goods in his usual course of business. In this case, the cloth supplied is capable of being applied to a variety of purposes, the buyer should have told the seller the specific purpose for which he required the goods. But he did not do so. Therefore, the implied condition as to the fitness for the purpose does not apply. Hence, the Mr. Singh will not succeed in getting any remedy from the Viral under the Sale of Goods Act, 1930.

Q.5 (a) State the nature of the contract in the following cases with reasons:

- (i) A threatened B to shoot if he does not lend him Rs 2000 and B agreed to it.
- (ii) A husband promised to pay maintenance allowance every month to his wife, which he failed to perform.
- (iii) Payments made by a debtor are always appropriated in a chronological order.

(2 x 3=6 marks)

Q.5 (b) "Sharing of profits is only a prima facie, not a conclusive evidence of the existence of partnership." Examine the validity of the statement in the light of the provisions of the Indian Partnership Act, 1932 and state as to how you would determine whether a group of persons does or does not constitute partnership.

(6 marks)

Solution:

A.5(a)

¶ The word „Consent“ generally means „knowledge and approval“ of the parties concerned. Whereas the Indian Contract Act, 1872 defines the term „consent“ as meeting of the minds on the same thing in the same sense viz consensus adidem.

Further such consent must be free. Consent would be considered as free consent if it is not vitiated by coercion, undue influence, fraud, misrepresentation or mistake.

Wherever the consent of any party is not free, the contract is voidable at the option of that party.

Accordingly in the case, A threatened to shoot B if he (B) does not lend him Rs 2000 and B agreed to it. Here the agreement is entered into under coercion and hence voidable at the option of B.

¶ The Indian Contract Act, 1872 says that such an agreement which can be enforced by law, legally binds the parties. Thus in the given instance, a husband promised to pay maintenance allowance every month to his wife and later he failed to perform the promise. As this is an agreement of domestic nature creating no legal obligation between them. Thus such an agreement is void.

¶ **Appropriation of payment**

The statement is incorrect. Payments made by a debtor are not always appropriated in chronological order. Payment depends on the choice of a debtor.

A.5 (b)

It is true that sharing of profits of business is an essential element to constitute a partnership. But it is only a prima facie evidence but not a conclusive evidence of the existence of partnership. It is also true that the partners agree to share the profits of a business which is carried on by all or by one of them acting for all. However, the sharing of profits would not by itself make such person partner with the persons carrying on a business. Sharing of profits by the following person will not make them partners in the partnership firm:

(i) by a lender of money to persons engaged or about to engage in any business;

(ii) by a servant or agent as remuneration. (iii) by widow or child or a deceased partner as annuity, or

(iv) by a previous owner or part owner of the business as consideration for the sale of goodwill or share thereof.

To determine whether a group of persons running a business does or does not constitute partnership, Section 6 of the India Partnership Act, 1932 has to be referred. According to Section 6 “In determining whether a group of persons is or is not firm, regard shall be had to the real relation between the parties as shown by all relevant facts taken together. It is very clear from this that in determining relationship between parties and ascertaining the existence of partnership all relevant facts such as follows are to be considered—

(i) There must be an agreement between two or more persons

(ii) There must be a business of partnership

(iii) The partners must have agreed to share the profits of business

(iv) The business must be carried on by all or any one of them acting for all. In other words there must be mutual agency between the partners. Existence of mutual agency which is the cardinal principle of partnership law, is very much helpful in reaching a conclusion in this regard. In this situation each partner is the principal as well as agent of the other partners. Hence, in order to determine whether the relation of partnership exists between two or more persons or not, one should examine all the facts and circumstances as cited above.

Q.6 (a) Ishaan, an assessee, was a wealthy man earning huge income by way of dividend and interest. He formed three Private Companies and agreed with each to hold a bloc of investment as an agent for them. The dividend and interest income received by the companies was handed back to Ishaan as a pretended loan. This way, Ishaan divided his income into three parts in a bid to reduce his tax liability. Decide, for what purpose the three companies were established? Whether the legal personality of all the three companies may be disregarded

(5 marks)

Q.6 (b) Rahul consults Santosh, a motor-car dealer for a car suitable for touring purposes to promote the sale of his product. Santosh suggests „Maruti“ and Rahul accordingly buys it from Santosh. The car turns out to be unfit for touring purposes. What remedy Ram is having now under the Sale of Goods Act, 1930?

(4 marks)

Q.6 (c) A, B and C are partners in a firm. A introduces D to X as a partner in business. D, infact, was not a partner in the firm's business. D did not deny this statement. X advanced a loan of Rs. 20 lakhs to the firm. On firm's failure to repay the loan X wants to hold D responsible for the repayment of the above loan. Referring to the provisions of the Indian Partnership Act, 1932 decide whether X would succeed in recovering the loan from D.

(3 marks)

Solution:

A.6(a)

The House of Lords in Salomon Vs Salomon & Co. Ltd. laid down that a company is a person distinct and separate from its members, and therefore, has an independent separate legal existence from its members who have constituted the company. But under certain circumstances the separate entity of the company may be ignored by the courts. When that happens, the courts ignore the corporate entity of the company and look behind the corporate façade and hold the persons in control of the management of its affairs liable for the acts of the company. Where a company is incorporated and formed by certain persons only for the purpose of evading taxes, the courts have discretion to disregard the corporate entity and tax the income in the hands of the appropriate assessee.

(1) The problem asked in the question is based upon the aforesaid facts. The three companies were formed by the assessee purely and simply as a means of avoiding tax and the companies were nothing more than the façade of the assessee himself. Therefore the whole idea of Mr. Ishaan was simply to split his income into three parts with a view to evade tax. No other business was done by the company.

(2) The legal personality of the three private companies may be disregarded because the companies were formed only to avoid tax liability. It carried on no other business, but was created simply as a legal entity to ostensibly receive the dividend and interest and to hand them over to the assessee as pretended loans. The same was upheld in *Re Sir Dinshaw Maneckji Petit*

A.6 (b)

Condition and warranty (Section 12): A stipulation in a contract of sale with reference to goods which are the subject thereof may be a condition or a warranty. [Sub-section (1)]

"A condition is a stipulation essential to the main purpose of the contract, the breach of which gives rise to a right to treat the contract as repudiated". [Sub-section (2)]

"A warranty is a stipulation collateral to the main purpose of the contract, the breach of which gives rise to a claim for damages but not to a right to reject the goods and treat the contract as repudiated". [Sub-section (3)] Whether a stipulation in a contract of sale is a condition or a warranty depends in each case on the construction of the contract. A stipulation may be a condition, though called a warranty in the contract. [Sub-section (4)] In the instant case, the term that the „car should be suitable for touring purposes“ is a condition of the contract. It is so vital that its non-fulfilment defeats the very purpose for which Rahul purchases the car. Rahul is therefore entitled to reject the car and have refund of the price

A.6 (c)

Yes, X can hold D responsible for the repayment of loan as he is the partner by Estoppel or by holding out. Section 28(1) Indian Partnership Act, 1932 lays down this principle as follows: "Anyone who by words spoken or written or by conduct represents himself, or knowingly permits himself to be represented, to be a partner in a firm, is liable as a partner in that firm to anyone who has on the faith of any such representation given credit to the firm, whether the person represented to be a partner does or does not know that representation has reached the person so giving credit." Hence D becomes a partner by holding out as he did not deny the statement given by A. Hence D is liable to make repayment of loan.

Section B BUSINESS CORRESPONDENCE AND REPORTING

Q.7 a) Read the passage carefully and answer the questions that follows:

"I Have a Dream" is a public speech delivered by American civil rights activist Martin Luther King Jr. during the March on Washington for Jobs and Freedom on August 28, 1963, in which he calls for an end to racism in the United States and called for civil and economic rights. Delivered to over 250,000 civil rights supporters from the steps of the Lincoln Memorial in Washington, D.C., the speech was a defining moment of the civil rights movement. Beginning with a reference to the Emancipation Proclamation, which freed millions of slaves in 1863, King observes that: "one hundred years later, the Negro still is not free". Toward the end of the speech, King departed from his prepared text for a partly improvised peroration on the theme "I have a dream", prompted by Mahalia Jackson's cry: "Tell them about the dream, Martin!" In this part of the speech, which most excited the listeners and has now become its most famous, King described his dreams of freedom and equality arising from a land of slavery and hatred. Jon Meacham writes that, "With a single phrase, Martin Luther King Jr. joined Jefferson and Lincoln in the ranks of men who've shaped modern America". The speech was ranked the top American speech of the 20th century in a 1999 poll of scholars of public address.

1. What issues does Martin Luther King's speech address?

- (a) Continuation of racism
- (b) **End to racism and civil and economic rights**
- (c) Civil rights
- (d) Civil War

2. What pushes King to speak: "I have a dream"?

- (a) He reads out the Emancipation Proclamation

- (b) **He is prompted by Mahalia Jackson**
- (c) He is overwhelmed by the crowd
- (d) Lincoln had asked him to give the speech

3. From the last paragraph, give one word for "to leave"

- (a) **Departed**
- (b) Proclamation
- (c) Improvised
- (d) Address

4. What is the name of Martin Luther King's famous speech?

- (a) **The Emancipation Proclamation**
- (b) An Improvisation
- (c) A Peroration
- (d) I Have a Dream

5. In front of whom does King speak?

- (a) **The civil rights supporters**
- (b) His friends
- (c) Lincoln
- (d) The Negroes

(5 Marks)

Q.1 b)

- (i) Write a short note on communication network.

(3 Marks)

Solution:

A communication network refers to the method and pattern used by members of an organisation to pass on information to other employees in the organization. Network helps managers create various types of communication flow according to requirement of the task at hand. Some companies have established and predefined networks of communication for specified venture.

The structure of communication within a company depends upon the size of the organisation, type of communication channels in the organisation and the number of persons involved in the process. There can be many patterns of communication network.

- (ii) Choose the correct meanings of the given root words:

- 1. Biblio

- a) vehicle
- b) college
- c) school

d) book

2. Ced

a) eat

b) go

c) sleep

d) wake

(2 Marks)

Q.8 a) Change the following sentences to indirect speech.

- (i) Mark said, "There is God."
- (ii) He said, "Do you still intend to leave your job?"

(2 Marks)

Solution:

- (i) Mark said that there is God.
- (ii) He said whether I still intended to leave my job.

Q.8 b) Rewrite the following sentences in the active voice.

- (i) The allegorical novel Animal Farm was written by British author George Orwell during World War II.
- (ii) After Leonardo da Vinci's death, the Mona Lisa was purchased by King Francis I of France.
- (iii) This morning the burglar was arrested by the police.

(3 Marks)

Solution:

- (i) British author George Orwell wrote the allegorical novel Animal Farm during World War II.
- (ii) King Francis I of France purchased the Mona Lisa after Leonardo da Vinci's death.
- (iii) This morning the police arrested the burglar.

Q.8 c) Read the passage given below and Make notes, using headings, sub-headings, and abbreviations wherever necessary. Also write summary.

The coffee plant, an evergreen shrub or small tree of African origin, begins to produce fruit 3 or 4 years after being planted. The fruit is hand-gathered when it is fully ripe and a reddish purple in colour. The ripened fruits of the coffee shrubs are processed where they are produced to separate the coffee seeds from their covering and from the pulp. Two different techniques are in use: a wet process and a dry process.

First the fresh fruit is pulped by a pulping machine. Some pulp still clings to the coffee, however, and this residue is removed by fermentation in tanks. The few remaining traces of pulp are then removed by washing. The coffee seeds are then dried to a moisture content of about 12 per cent either by exposure to the sun or by hot-air driers. If dried in the sun, they must be turned by hand several times a day for even drying.

In the dry process the fruits are immediately placed to dry either in the sun or in hot-air driers. Considerably more time and equipment is needed for drying than in the wet process. When the fruits have been dried to a water content of about 12 per cent the seeds are mechanically freed from their coverings.

The characteristic aroma and taste of coffee only appear later and are developed by the high temperatures to which they are subjected during the course of the process known as roasting. Temperatures are raised progressively to about 220-230°C. This releases steam, carbon dioxide, carbon monoxide and other volatiles from the beans, resulting in a loss of weight of between 14 and 23 per cent. Internal pressure of gas expands the volume of the coffee seeds from 30 to 100 per cent. The seeds become rich brown in colour; their texture becomes porous and crumbly under pressure. But the most important phenomenon of roasting is the appearance of the characteristic aroma of coffee, which arises from very complex chemical transformations within the beans. The coffee, on leaving the industrial roasters, is rapidly cooled in a vat where it is stirred and subjected to cold air propelled by a blower. Good quality coffees are then sorted by electronic sorters to eliminate the seeds that roasted badly. The presence of seeds which are either too light or too dark depreciates the quality.

(5 Marks)

Solution:

1. COFFEE AND ITS PROCESSING

1) Fruits of Coffee plants

coffee plants- prod. fruits after 3-4 years

ripe fruits hand- gathered- processed to separate covering from pulp

2) types of process- wet & dry

2. Wet process

fruits – pulped by machine- remaining pulp remd. by fermentation

coffee seeds dried to moisture cont. of 12 %-exposure to sun /hot-air dryers
in the sun hand- turned several times- for even drying

3. DryProcess

fruitsimm. placed in the sun/ hot air-dryers dry
process- requires more time than wet process
dried to 12% Iir to wetprocess

4. Roasting

Temps.raised to 220-230 degrees C

releases steam, CO₂ , CO- leads to wt. loss- between 14-23 %
internal pressure of the seeds increase
seeds become porous & crumbly

aroma appears from chem. Transformations

rapidly cooled- sorted by electric sorters- bad seeds eliminated

KEY

Prod. – produce

Remd. - remove

Immed. - immediately

Chem. – chemical

SUMMARY

The coffee plants produce fruits after 3- 4 years. The fruits are hand- picked and then processed in two ways- the wet process and the dry process. In the wet process pulp of the fruits are removed by a machine and further by fermentation. The coffee seeds are then dried in the sun or in hot driers. In the dry process they are directly sun dried till the moisture content is optimum. Roasting is a process by which the coffee seeds are subjected to a lot of chemical changes and this lends it the aroma. The roasted seeds are sorted to remove the bad ones and then sent to the market.

Q.9 a) Read the following passages and write a précis for the same. Follow the basic rules of précis writing while writing.

There are approx. 6000 languages spoken worldwide. Out of them only some languages have script while others exist only in spoken form. Language diversity is common phenomena to the human. But Language death is equal to human death. In this regard, we need to work for language documentation, making new language policy, and new application to enhance the vitality of languages. A language is endangered when it is on a path toward extinction. Indeed, without proper documentation, a language that is extinct can never be revived. A language is in danger when its speakers cease to use it, use it in an increasingly reduced number of communicative domains, and cease to pass it on from one generation to the next. That is, there are no new speakers, adults or children. About 97% of the world's people speak about 4% of the world's languages; and conversely, about 96% of the world's languages are spoken by about 3% of the world's people (Bernard 1996: 142). Many indigenous peoples, associating their disadvantaged social position with their culture, have come to believe that their languages are not worth retaining. For linguist, each language is unique and each language is a unique expression of the human experience of the world. Thus, the knowledge of any single language may be the key to answering fundamental questions of the future. Every time a language dies, we have less evidence for understanding patterns in the structure and function of human language, human prehistory, and the maintenance of the world's diverse ecosystems. Raising awareness about language loss and language diversity will only be successful when meaningful contemporary roles for minority languages can

be established, for the requirements of modern life within the community as well as in national and international contexts. External Specialists and Speech Communities External language specialists, primarily linguists, educators, and activists see their first task as documentation.

(5 Marks)

Solution:

Language Vitality and Endangerment

Language endangerment is an alarming situation worldwide. Language teachers should be well trained linguistically and language documentation should be encouraged by state authorities. Similarly, linguists, language activists, and language policy makers have a long-term task to compile and disseminate the most effective and viable mechanisms for sustaining and revitalizing the endangered languages.

Q.9 b) You are the Manager of Axis Bank, Deccan Pune, and you have to write to the Manager of ICCI Corporation, Deccan, Pune regarding their delay in paying back loan taken by them.

(5 Marks)

Solution:

Axis Bank
PP Towers
Deccan,
Pune

30 June, 2018

Manager,

ICCI Corporation
Deccan,
Pune

Respected Mrs. Yashaswini,
SUBJECT: Pending dues

This letter is a gentle reminder for the payback of the loan amount of Rs 4 crores that your company have taken from our bank in June last year. As per the loan guidelines, on completion of twelve months you would need to pay back the loan with appropriate interest. As the payment is due since long, we would appreciate if you send the cheque immediately.

I request you to kindly do the needful within the next six working days, failing which strict legal action will be taken.

Kindly acknowledge the receipt of this letter.

Thanking You

Yours Sincerely

Mr. Anil Jain

Manager

Q.10 a) What are the characteristics of effective communication?

Solution:

(5 Marks)

Following are the Characteristics to have an effective communication:

1. **Clear:** Any spoken or written communication should state the purpose of message clearly. The language should be simple. Sentences ought to be short as the core message is lost in long, convoluted sentences. Each idea or point must be explained in a separate bulleted points or paragraphs. Make it easy for the reader to grasp the intent of the communiqué.
2. **Concise:** Brevity is the essence of business communication. No one has the time to read long drawn out essays. Besides, the core content is lost in elaborated details. Avoid using too many irrelevant words or adjectives, for example, „you see“, „I meant to say“, etc. Ensure that there are no repetitions.
3. **Concrete:** The content of your communiqué should be tangible. Base it on facts and figures. Abstract ideas and thoughts are liable to misinterpretation. Make sure that there is just sufficient detail to support your case/ argument and bring focus to the main message.
4. **Coherent:** Coherence in writing and speech refers to the logical bridge between words, sentences, and paragraphs. Main ideas and meaning can be difficult for the reader to follow if the writer jumps from one idea to another and uses contradictory words to express himself. The key to coherence is sequentially organized and logically presented information which is easily understood. All content under the topic should be relevant, interconnected and present information in a flow.
5. **Complete:** A complete communication conveys all facts and information required by the recipient. It keeps in mind the receiver's intellect and attitude and conveys the message accordingly. A complete communication helps in building the company's reputation, aids in better decision making as all relevant and required information is available with the receiver.
6. **Courteous:** Courtesy implies that the sender is polite, considerate, respectful, open and honest with the receiver. The sender of the message takes into consideration the viewpoints and feelings of the receiver of the message. Make sure nothing offensive or with hidden negative tone is included.
7. **Listening for Understanding:** We are bombarded by noise and sound in all our waking hours. We „hear“ conversations, news, gossip and many other forms of speech all the time. However, most of it is not listened to carefully and therefore, not understood, partially understood or misunderstood. A good listener does not only listen to the spoken words, but observes carefully the nonverbal cues to understand the complete message. He absorbs the given information, processes it, understands its context and meaning and to form an accurate, reasoned, intelligent response.
The listener has to be objective, practical and in control of his emotions. Often the understanding of a listener is coloured by his own emotions, judgments, opinions, and reactions to what is being said.
While listening for understanding, we focus on the individual and his agenda. A perceptive listener is able to satisfy a customer and suggest solutions as per the needs of the client.
8. **Focus and Attention:** Everyday work environment has multiple activities going on simultaneously. The ringing of the phone, an incoming email, or a number of tasks requiring your attention, anxiety related to work, emotional distress etc. can distract you. Such distractions are detrimental to the communication process with an individual or a group of people. You may overlook or completely miss important points or cues in the interaction. Thus, keeping your focus and attention during the communiqué is imperative for effective communication.
9. **Emotional Awareness and Control:** "Human behavior is not under the sole control of emotion or deliberation but results from the interaction of these two processes," Loewenstein said.
However, emotions play a major role in our interactions with other people. They are a

powerful force that affect our perception of reality regardless of how hard we try to be

unbiased. In fact, intense emotions can undermine a person's capacity for rational decision-making, even when the individual is aware of the need to make careful decisions. Consequently, emotional awareness is a necessary element of good communication. While interacting with another person or a group, it is important to understand the emotions you and he/she/they are bringing to the discussion. Managing your own and others emotions and communicating keeping in mind the emotional state of others helps in smooth interaction and breakdown of the communication process.

Q10 b) Your company, has witnessed a gradual decline in a consumer product over the one year. Prepare the minutes of the meeting for the same. Members in the meeting; Head of the Sales and Marketing, Product head, Product lead and concerned team members.

(5 Marks)

Solution:

Date: June 30, 2019

Venue: Conference Hall, 6th Floor,
Meeting Started at 02:00 PM

In attendance: Mr. ChintuDamodar, Head, Sales and Marketing, Mr. Popatlal, Product Head, Product lead, four members of the sales team.

Mr. ChintuDamodar, Head of Sales and Marketing informed the agenda of the meeting i.e., the sales decline in the product.

Ms. Riya Dixit, Sales lead gave a detailed analysis of the sales figures for the one year.

Her team including Mr. A. Mr. B, Ms. C, Ms. D elaborated on the market trend target customers and their needs.

Mr. Popatlal, Product Head expressed concern over the matter, discussed a few changes in the sales strategy.

All the participants contented to the concerns raised and decided to submit their reports.

The Head of Sales and Marketing proposed a vote of thanks and declared the next meeting to discuss reports to be held on August 02, 2019.

ATR to be submitted by July 26, 2019 to the Head Sales and Marketing.

Q11 a) Rewrite the following sentences in passive voice.

- (i) The teachers informed the students that the class had been cancelled.
- (ii) Many people] know Napa Valley for its excellent wines.

(2 Marks)

Solution:

- (i) The students were informed that the class had been cancelled.
- (ii) Napa Valley is known for its excellent wines.

Q.11 b) Identify the idiom in the given sentences and determine the meaning from the context.

- (i) Convincing my mother to let me go for a night stay is a herculean task.
- (ii) I have only one true friend, the rest are all fair weather friends.

(2Marks)

Solution:

- (i) herculean task
- (ii) fair weather friends
- (iii) Fill in the blanks with the most suitable option.
arrangements were made for the wedding.
a) handsome b) annual c) ostentatious d) childish
- (iv) Of the two new workers, one is experienced, while the other is a --.
a) renegade b) novice c) robust d) witty

Solution:

- (iii) ostentatious
- (iv) novice

Q.11 c) Write an Article of about 250-300 words on the topic:
Genius has gender? Only in our minds

(2Marks)

Solution:

(4Marks)

When Cambridge University advised its examiners to avoid words like „genius“ and „brilliant“ because they exclude women, many of us rolled our eyes and dismissed it as political correctness gone wild. But close your eyes – what’s the first image that comes to your mind when you hear the word genius? Is it Albert Einstein? Stephen Hawking or Srinivasa Ramanujan, perhaps?

Shakespeare or Premchand? Steve Jobs? Whether you’re female or male, odds are your mind sees a man.

These associations affect our perceptions of others, which in turn affects their self-image and choices. Gender gap in the sciences, for instance, can be partly explained by the notion that these are a call for „genius“ or raw natural ability, which many women don’t feel confident they possess. Reasons for that lack of confidence are also cultural; in the US a depressing piece of research found that even six-year-olds were likely to think of only boys as „brilliant“. When professors are rated, it’s men who’re described as stars and visionaries, and the same qualities are overlooked or disparaged in women. Think of the routine putdown „hysterical“, which literally means a disorder caused by the womb.

The idea of a lone genius is a Romantic myth; hard work, collaboration and luck have as much to

do with accomplishment as ability, and none of these traits are sexual characteristics. Thinking harder about how we fling around words like flair and brilliance might foster a better intellectual climate, all around.

OR

Q.11 c) Write a report on the following topic. (Word limit: 250-300 words)

Your college organized a visit to Mahatma Gandhi Animal Care Home. You were pleasantly surprised to see the good treatment given to the animals. Write a report for your college magazine giving details of the visit.

(4 Marks)

Solution:

Visit to Mahatma Gandhi Animal Care Home

Rakesh Pillai

Animal Lovers Club was recently invited by the Mahatma Gandhi Animal Care Home for a visit where an opportunity to oversee the working of the organization was given.

It is a home to abandoned pets, rescued animals and the ones injured on the streets. There were many old animals as well. It was astounding to see the quality of care the animals are being given. They have a family-like environment for them. This helps them to heal faster and stay happy. The animal home has all the facilities ranging from well-equipped medical room to a veterinary surgeon. Regular check-ups of those unwell by a team of veterinary specialists are carried out. The surroundings are animal-friendly as well. They are not being ruthlessly kept in cages. They have green surroundings with enough space for them to play and nurture.

Mahatma Gandhi Animal Care Home is doing a mind-blowing job by understanding and fulfilling the needs of those who can't speak for themselves. The experience was an overwhelming one.

